Environ Distribution SA – Therapist Loyalty Programme

Terms and Conditions

1. Introduction

The Environ Therapist Loyalty Programme ("the Programme") is operated by Environ Distribution South Africa Proprietary Limited, a company duly registered in accordance with the company laws of South Africa ("Environ", "we", "us", or "our"). These Terms and Conditions ("Terms") constitute a binding agreement between Environ and each registered therapist who applies to participate in the Programme and govern participation in the Programme by such registered therapists ("Participant", "therapist", or "you").

By registering for, accessing, or using the Programme, you confirm that you have read, understood, and agree to be bound by these Terms, as amended from time to time in accordance with clause 9, and any policies or rules referenced in these Terms. If you do not agree to these Terms, you must not register for or participate in the Programme.

2. Definitions and Interpretation

2.1. In these Terms, unless the context indicates otherwise, the following words and expressions bear the following meanings, and cognate expressions bear corresponding meanings:

2.1.1. "Business Day" means any day other than a Saturday, Sunday, or official public holiday in South Africa;

2.1.2. "Environ Products" means the skincare and related products manufactured and/or distributed by Environ from time to time, excluding any third-party or non-Environ branded products;

2.1.3. "Programme Portal" means the online platform, application, or profile system designated by Environ for registration, submission of claims, and administration of the Programme;

2.1.4. "Qualifying Sales" means the value (excluding value-added tax) of Environ Products sold by a Participant to an end consumer, verified by Environ in accordance with clause 5 (Invoice Submission Requirements), and which have not been returned, refunded, reversed, or cancelled;

2.1.5. "Salon" means an official, registered Environ stockist premises within South Africa at which a Participant is engaged as an active, practising therapist or as an owner;

2.2. Headings are for convenience only and do not affect interpretation. Words importing the singular include the plural and vice versa, and a reference to a natural person includes a juristic person and vice versa.

3.1. Participation in the Programme is open only to therapists who are engaged, as an active, practising therapist or as an owner, at a Salon.

3.2. A Participant must remain an active, practising therapist or an owner at a Salon for the duration of their participation in the Programme. Where a Participant ceases to meet this requirement, their participation, and any right to claim cashback under clause 4, terminates automatically with immediate effect.

3.3. Participants must attend the Environ Retail and Professional training and the relevant certification issued by Environ, which Environ may require to be renewed from time to time.

3.4. Environ reserves the right to verify eligibility at any time and may suspend or terminate participation if eligibility requirements are not met.

3.5. Nothing in these Terms creates or is intended to create an employment relationship, partnership, joint venture, or agency relationship between Environ and a Participant, nor does it oblige a Participant to purchase, stock, or sell Environ Products exclusively or in any minimum quantity outside of what the Participant separately agrees with their Salon or with Environ. Each Participant remains an independent third party for purposes of these Terms.

4. Incentive Structure

4.1. The Programme rewards eligible Participants with cashback incentives calculated on Qualifying Sales, as set out in this clause 4.

4.2. A Participant must register for the Programme by creating a profile on the Programme Portal and providing all information reasonably required by Environ, including valid South African banking details.

4.3. The onus rests solely on the Participant to ensure that their banking details recorded on the

Programme Portal are complete, accurate, and kept up to date. Environ shall not be liable for any cashback paid to an incorrect account, or for any delay in payment, where this results from outdated or inaccurate banking details supplied by the Participant.

4.4. Subject to clause 4.5, Participants will receive cashback equal to 2% of their verified Qualifying Sales.

4.5. A Participant may only submit a claim for cashback once their cumulative verified Qualifying Sales in the relevant claim period reach a minimum of R10 000 (ten thousand Rand) ("the Threshold"). Once the Threshold is reached, the 2% cashback is calculated on the full value of the Qualifying Sales that make up that claim, including the portion of Qualifying Sales that made up the Threshold itself, and not only on sales above R10 000.

4.6. Cashback rewards are personal to the Participant, non-transferable, and non-exchangeable for cash equivalents other than the cashback payment itself, and remain subject to verification by Environ before payment is made in accordance with clause 6.

4.7. Cashback payments may constitute taxable income in the hands of the Participant. It is the sole responsibility of each Participant to determine and comply with their own tax obligations, including any obligation to declare cashback received under the Programme to the South African Revenue Service. Environ does not provide tax advice and makes no representation as to the tax treatment of any cashback paid under the Programme.

5. Invoice Submission Requirements

5.1. To qualify for cashback, a Participant must submit valid proof of sale for each unit of Environ Products sold, comprising either a valid proof of payment or a valid receipt, in each case relating specifically to the sale being claimed.

5.2. Claims must be submitted via the Programme Portal within 30 (thirty) calendar days of the date of the relevant sale. Environ may, in its discretion, decline to process a claim submitted after this period.

5.3. Each submitted invoice, receipt, or proof of payment must meet the following criteria:

- The document must be clear and legible.
- Only JPEG, PNG, or PDF file formats not exceeding 5MB in size will be accepted.
- The date of sale must be clearly visible.
- The Environ Product name(s) must be listed.
- The Environ Product price must be included.

- A matching valid receipt or proof of payment related to the claim must be submitted as proof of client payment.
- The Participant's name must be clearly listed.

5.4. Any invoice, receipt, or proof of payment that does not meet the criteria in clause 5.3 may be rejected or queried by Environ.

5.5. A Participant may also be requested to provide proof of stock of the Environ Products sold, should Environ have any reasonable suspicion of irregular or fraudulent claims. Participants must retain supporting documentation for each claim for a minimum of 12 (twelve) months from the date of payment, to enable any audit under clause 7.

6. Honesty and Accuracy

6.1. All submissions must be honest, accurate, and verifiable.

6.2. Submitting false, manipulated, or duplicate invoices, receipts, or proof of payment will be considered fraudulent conduct.

6.3. Without limiting any other remedy available to it, Environ reserves the right to:

- withhold or revoke cashback rewards;
- suspend or terminate a Participant's access to the Programme; and
- pursue civil or criminal action, and report the matter to the South African Police Service or other relevant authority, where fraudulent activity is suspected or confirmed.

7. Fraud Protection and Auditing

7.1. Environ reserves the right to audit any submission and request supporting documents to verify the authenticity of sales.

7.2. In cases of suspected fraud or misuse, Environ may:

- temporarily suspend cashback payments pending investigation;
- permanently ban the Participant from the Programme; and/or
- report the incident to relevant authorities or industry bodies.

7.3. Environ shall not be liable for any loss or damages arising from the suspension or cancellation of a claim reasonably suspected by Environ to be fraudulent, provided that Environ acts reasonably and in good faith.

8. Cashback Processing and Payment

8.1. Cashback claims will only be processed once the Threshold in clause 4.5 is met.

8.2. All qualifying cashback amounts will be reviewed and approved by Environ before being paid.

8.3. Subject to clause 8.4, approved cashback payments will be made to the Participant's registered bank account within 30 (thirty) Business Days of approval of the claim.

8.4. Cashback payments may be delayed beyond the period in clause 8.3 where documentation is incomplete, inaccurate, or under review, or where a claim is subject to audit under clause 7. Environ will notify the Participant of the reason for any such delay.

8.5. Environ reserves the right to determine the method of cashback payment, provided that payment is made only into a South African bank account held in the Participant's own name.

9. Programme Use

9.1. The Programme may only be used for its intended purpose — to log legitimate sales of Environ Products and claim eligible cashback rewards.

9.2. Environ accepts no responsibility for technical issues, data loss, or submission errors on the Programme Portal, save where such issues, loss, or errors arise from Environ's gross negligence or willful misconduct.

10. Amendments and Termination

10.1. Environ reserves the right to amend these Terms, the incentive rate, or the participation requirements at any time.

10.2. Environ will give Participants at least 20 (twenty) Business Days' prior notice of any amendment that materially reduces a Participant's rights or benefits under these Terms, communicated via the Programme Portal or other official communication channels. Amendments that do not materially reduce a Participant's rights may take effect immediately on notice.

10.3. Continued participation in the Programme following the effective date of any amendment constitutes acceptance of the updated Terms. A Participant who does not accept an amendment may terminate their participation by written notice to Environ before the amendment takes effect.

10.4. Environ reserves the right to modify, suspend, or terminate the Programme, or any of its features, at any time. Save where modification, suspension, or termination is required by law or is necessary to

prevent fraud or abuse, Environ will give Participants reasonable prior notice of any such modification, suspension, or termination via the Programme Portal or other official communication channels.

11. Data Privacy

11.1. Environ processes Participants' personal information as the responsible party for purposes of the Protection of Personal Information Act 4 of 2013 ("POPIA"). Personal information submitted via the Programme Portal, including identity, contact, banking, and sales verification information, will be processed solely for the purposes of administering the Programme, communicating with Participants, verifying claims, preventing fraud, and complying with Environ's legal obligations.

11.2. Environ will process personal information lawfully and only to the extent necessary for the purposes set out in clause 11.1, and will take reasonable steps to keep personal information accurate, complete, and up to date.

11.3. Environ will retain a Participant's personal information only for as long as necessary to fulfil the purposes for which it was collected, to comply with applicable law, or to resolve disputes, after which it will be deleted or de-identified.

11.4. Environ will not disclose a Participant's personal information to third parties except where necessary to administer the Programme (including payment processing), where required by law, or with the Participant's consent. Environ will only transfer personal information outside South Africa where the recipient is subject to a law, binding agreement, or other arrangement that provides an adequate level of protection substantially similar to POPIA.

11.5. Environ will take reasonable technical and organisational measures to secure the integrity and confidentiality of personal information in its possession or under its control, to prevent loss, damage, or unauthorised access.

11.6. Subject to POPIA, a Participant has the right to request access to, correction of, or deletion of their personal information held by Environ, and to object to the processing of their personal information on reasonable grounds. Requests may be directed to Environ's Information Officer at incentive@environdist.co.za.

11.7. Any complaint regarding the processing of a Participant's personal information may, after being raised with Environ's Information Officer, be referred to the Information Regulator (South Africa).

12. Limitation of Liability

12.1. To the maximum extent permitted by law, Environ will not be liable to a Participant for any indirect, special, or consequential loss arising from participation in the Programme.

12.2. Save where caused by the gross negligence or willful misconduct of Environ, Environ will not be liable for any loss, delay, or damages arising from a Participant's participation in the Programme or a failure to receive cashback due to incomplete, inaccurate, or late submissions by the Participant. Nothing in these Terms limits or excludes any liability that may not lawfully be limited or excluded under South African law.

12.3. Participation in the Programme is voluntary. By registering for the Programme, a Participant agrees to these Terms and acknowledges that cashback rewards are an incentive offered at Environ's discretion, subject to these Terms, and do not form part of any remuneration, commission, or other contractual entitlement owed by Environ or by the Participant's Salon.

13. Support Helpline

13.1. For assistance relating to the Programme, Participants may contact the Environ Support Team via the designated support email address provided on the Programme Portal.

13.2. The Support Team is available during standard business hours (Monday to Friday, 08h00–16h00, excluding public holidays). Environ does not guarantee support outside these hours.

13.3. Support is limited to technical assistance, general Programme enquiries, and guidance on using the Programme Portal. The Support Team cannot approve, fast-track, amend, or overturn cashback decisions.

13.4. Environ will make reasonable efforts to respond to support queries timeously; however, response times may vary depending on query volume. Environ shall not be liable for any delay in response or the outcome of any support interaction. A Participant who disputes a cashback decision may escalate the matter in writing to Environ in accordance with clause 16 (Dispute Resolution).

13.5. All communication with the Support Team may be recorded or logged for quality assurance, auditing, and administrative purposes, in accordance with clause 11 (Data Privacy).

14. Anti-Bribery and Conflicts of Interest

14.1. A Participant must not offer, give, solicit, or accept any bribe, kickback, or other improper benefit in connection with sales of Environ Products, the submission of claims, or participation in the Programme.

14.2. Environ reserves the right to withhold or revoke cashback and to suspend or terminate participation where it reasonably suspects a breach of this clause 14, in addition to any other remedy available to it under these Terms or at law.

15. General

15.1. Assignment: A Participant may not cede, assign, transfer, or delegate any right or obligation under these Terms without Environ's prior written consent. Environ may cede or assign its rights and obligations under these Terms, including to an affiliate or successor in the operation of the Programme.

15.2. Severability: If any provision of these Terms is found to be invalid, unlawful, or unenforceable, that provision will be severed and the remaining provisions will continue in full force and effect.

15.3. No waiver: No failure or delay by Environ in exercising any right under these Terms will operate as a waiver of that right, nor will any single or partial exercise preclude any other exercise of that or any other right.

15.4. Entire agreement: These Terms, together with any policy or rule expressly referenced in them, constitute the entire agreement between Environ and a Participant regarding the Programme, and supersede any prior understanding relating to the Programme.

15.5. Force majeure: Environ will not be liable for any failure or delay in performing its obligations under these Terms to the extent caused by circumstances beyond its reasonable control, including load shedding, network or system outages, natural disaster, or governmental action.

16. Governing Law and Dispute Resolution

16.1. These Terms are governed by the laws of the Republic of South Africa.

16.2. Any dispute arising out of or in connection with these Terms, including a dispute regarding a cashback decision, must first be referred in writing to Environ's Support Team in accordance with clause 13, and Environ will endeavour to resolve the dispute within 20 (twenty) Business Days of receipt.

16.3. If a dispute is not resolved under clause 16.2, either party may refer the dispute to the courts of South Africa having jurisdiction, without prejudice to a Participant's right to approach the National Consumer Commission, the Information Regulator, or any other applicable regulator or ombud.